

## RIGHT-OF-WAY EXCAVATION AND REVOCABLE ENCROACHMENT AND UTILITY CONNECT PERMIT APPLICATION

360 West Main Street   ■ Delta, Colorado 81416   ■ Phone (970) 874-7903   ■ Fax (970) 874-6931   ■ Website:	www.delta-co.gov
Date:	
The City of Delta hereby grants a revocable permit to the Permittee in accordance with the this Permit to do the following:	provisions of
[ ] Excavation as shown on Exhibit "A" (draw sketch on back) [ ] Installation, operation and maintenance of an encroachment as described on Exhibit "A" [ ] Use of City power poles as described on Exhibit "A" [ ] Connection to City utility as shown on Exhibit "A"	
Location of excavation (address):	
Date of excavation:	
EXCAVATION MUST BE STARTED WITHIN 30 DAYS OF THE ABOVE DATE OR PER EXPIRE.	RMIT WILL
Purpose of excavation:  A TRAFFIC CONTROL PLAN WILL BE REQUIRED FOR ANY WORK TH	HAT WILL
BE DONE ON ANY ROAD THAT MAY IMPACT TRAFFIC	
PERMITTEE: Name	
Address	
Telephone Number	
CONTRACTOR:	
Name	
Address	
Telephone Number	

## Terms and Conditions of the Right-of-Way Excavation Permit

- 1. Permit fee for excavation is \$30.00.
- 2. No work shall be conducted on City property without an approved permit.
- 3. All work shall be done subject to and in accordance with the requirements of this Permit, City Code and ordinances, City standards and specifications and good engineering practices.
- 4. Permittee shall notify City of Delta Public Works Department no later than 24 hours prior to beginning of work on City property.
- 5. Prior to commencing excavation, Permittee shall notify UNCC at 1-800-922-1987 for location of utilities. Marking tape shall be placed 12 inches above all buried utility lines and pipes or as otherwise required by City specifications. Unless otherwise approved by the City, utility lines and pipes shall be perpendicular or parallel to right-of-way lines.
- 6. Any utilities, facilities, improvements which are disturbed or damaged by the work shall be repaired at the Permittee's cost. The surface area shall be restored to its prior condition. Street and sidewalk surfaces and sub-surface which are cut or disturbed shall be restored to their preexisting conditions. Backfill, compaction and gravel requirements are set out in City specifications. Cost for City asphalt replacement is \$5.00 per square foot. City will determine an estimate amount to be submitted prior to permit approval.
- 7. Allowance shall be made to avoid interrupting the flow in any drainage ditches, flumes, canals or similar facilities, and to notify affected owners of the facilities.
- 8. The work shall be completed, excavations properly backfilled, the surface restored and all damages repaired within 48 hours after commencing work unless otherwise authorized by the City. Thereafter, the City may cause the work to be completed; excavation backfilled, surfaces restored and damages repaired and collect the cost of so doing from the Permittee. **Thereafter, no further work is authorized without an additional permit.**
- 9. No cleated or tracked equipment shall work on any pavement without mats or other appliances adequate to prevent damage to such surfaces.
- 10. Signs and barricades and other safety provisions shall be provided by the Permittee, and comply with Part VI of the Manual of Uniform Traffic Control Devices. Permittee shall notify the school district, bus service, ambulance district, fire district and Police Department.
- 11. The City shall have access to the work site at all times to inspect the progress of the work. The City may stop the work on account of violations of the terms of this Permit to insure safety or traffic movement and may require the surface and subsurface to be restored. No more than one half of a street may be blocked at one time without specific City permission.
  - A TRAFFIC CONTROL PLAN WILL NEED TO BE SUBMITTED TO THE CITY FOR ANY WORK THAT WILL ENCROACH INTO THE DRIVING LANE OR IMPEDE TRAFFIC. THE PLAN WILL SHOW HOW TRAFFIC AND PEDESTRIANS WILL SAFELY PASS THROUGH ALL WORK AREAS AND DELINEATE ALL SIGNAGE AND FLAGGERS THAT ARE NEEDED. THE PERMITTEE WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL REQUIREMENTS. PERMITTEE WILL NOT BE ALLOWED TO BEGIN WORK UNTIL ALL TRAFFIC CONTROL IS IN PLACE AND REVIEWED BY THE CITY.
- 12. Compliance with the terms of this Permit is guaranteed by a Performance or Contract Bond, clean irrevocable Letter of Credit, or a Cash Bond in the amount of \$300.00, which is attached hereto. It shall remain in effect for the duration of this permit. A new Bond shall be issued for each Permit obtained.

- 13. Permittee agrees to hold the City, its officers and employees harmless on account of any damages suffered to the persons or property of Contractor or Permittee arising out of their operations hereunder or the installation and maintenance of their facilities, utilities or improvements upon City-owned property. The Permittee agrees to defend and indemnify the City, its officers and employees from any damages claimed or adjudged against the City, its officers and employees arising out of Permittee's operations or installation and maintenance of Permittee's utilities, improvements, encroachment or facilities installed or maintained with City-owned property by Permittee.
- 14. Permittee agrees to properly maintain Permittee's encroachment, utilities, improvements or installations and shall be responsible to repair any damages to City property, street surfaces or improvements which result or are caused in any manner by the excavation, operation or maintenance of Permittee's encroachment, pursuant to this Permit.
- 15. In the event it is necessary to relocate any utility, facility or improvement of the Permittee installed on City property, pursuant to this Permit, on account of the change of any street grade, relocation, realignment or expansion of any street or other City improvements or property, or installation, replacement, maintenance or operation of any City property, utility or facility, the Permittee shall be responsible to relocate such facilities to a location approved by the City at the Permittee's sole expense.
- 16. The individuals signing on behalf of the Permittee and Contractor are hereby designated as agents for service of process on behalf of Permittee and Contractor.
- 17. In the event the City incurs any costs, including reasonable attorneys' fees, enforcing any provision of this Permit, the City may recover such costs from the Permittee.
- 18. All obligations, terms and conditions of this Permit upon Permittee shall be the joint and several obligations of the Permittee and Contractor.
- 19. The Permittee and Contractor represent that they have read and understand the foregoing terms and conditions of this Permit, that they have read and understand the City requirements pertaining to the work being done under this Permit, and that the undersigned have authority to sign for and bind Permittee and Contractor. If the purpose of excavation is to install an initial water or sewer tap onto the City water or sewer main, a utility application will also be filled out by the property owner.
- 20. The work shall be conducted and encroachment maintained pursuant to the plans attached as Exhibit "A".
- 21. Any breach of the conditions set forth in this Permit, or of City standards, specifications or requirements pertaining to work authorized by this Permit may cause the revocation of the Permit and the stoppage of the work.
- 22. This Permit may be revoked by the City for any reason as deemed appropriate in the City's sole discretion. Upon revocation, any encroachment shall be removed and City property restored at Permittee's expense.
- 23. The additional conditions set out below shall apply.
  - a. This Permit is temporary and is subject to termination or revision as City regulations are revised to deal with telecommunications facilities.
  - b. Permittee shall pay the City annual rental as follows:

R-O-W Use \$ 0\* /year

\*City reserves the right to amend permit to include fee as deemed appropriate.

I have read and understand all 1-23 items listed on the terms and conditions deemed for an the Excavation Right-of-Way Permit by the City of Delta. By signing below I certify the above statement to be true, that I have received a copy of the terms and conditions, and I agree to comply with all terms and conditions on this permit.

<b>CONTRACTOR:</b>	OR		PERMITTEE:
Ву	<del></del>	Ву	
Approved by the City of Delta			
City Manager or Appointed Official			
Ву	I	Date	
(CITY USE ONLY)			
DATE OF INSPECTION:			
APPROVED [ ] DISAP	PROVED [ ]		
LOCATION OF TAP:			
DEPTH OF TAP:			
ASPHALT REPLACEMENT:	[ ] YES	[ ] NO	
NUMBER OF SQUARE FEET TO	BE REPLACI	ED:	
TOTAL COST OF ASPHALT REI	PLACEMENT:	\$	
COMMENTS:			

PUBLIC WORKS DEPARTMENT